

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY
AND
MIAMI-DADE COUNTY
FOR
SCHOOL BASED LAW ENFORCEMENT OFFICERS

This Memorandum of Understanding (MOU) is entered into by and between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter, "School Board"), by and through its police department, the Miami-Dade Schools Police Department (hereinafter, "MDSPD") and Miami-Dade County (hereinafter, "County"), a political subdivision of the State of Florida, by and through its police department, the Miami-Dade Police Department (hereinafter, "MDPD"). The School Board and the County will be referred to collectively as the Parties.

1. PURPOSE

- A. The purpose of this MOU is to comply with the legislative mandate for safe-school officers at each public school within the district school board, in accordance with Florida Statutes Section 1006.12, and the "Marjory Stoneman Douglas High School Public Safety Act," which provides that each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district for the protection and safety of school personnel, property, students and visitors.
- B. This MOU authorizes MDPD to assign its sworn law enforcement officers to school sites within the Miami-Dade County Public Schools (MDCPS) so that the School Board remains in compliance with the law. In addition, this MOU defines the roles and responsibilities of the Parties hereto.

2. RESPONSIBILITIES OF MDSPD AND/OR THE SCHOOL BOARD

MDSPD agrees:

- A. To conduct an eight hour orientation for MDPD officers who have been identified by MDPD to serve as School Based Law Enforcement Officers (SBLEOs), which will include information pertaining to, but not limited to, MDCPS policies and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law.
- B. That SBLEOs shall not be responsible for investigating non-criminal violations of student conduct.
- C. To respond to calls for service which occur on MDCPS property. If a MDSPD unit is not available via dispatch, a MDPD unit will be assigned to the call.
- D. To conduct investigative follow-up for all criminal violations except homicide, sexual battery, and bomb threat investigations that occur on MDCPS property.

The School Board agrees:

- A. For the School Board's Fiscal Year 2018-2019 (July 1, 2018 – June 30, 2019), to provide the County with funding in the amount of Thirty-Five Thousand Eighty-Eight and 00/100 Dollars (\$35,088.00) per "SCHOOL/FACILITY NAME" in the chart, in Attachment A to this MOU, to which the County has agreed by way of initial in the corresponding column "MDPD SBLEO ASSIGNED (INITIAL)" to assign a MDPD SBLEO, or SBLEO. The total funding provided to the County shall not exceed one-third (1/3) of the School Board's total funding provided to all cities entering into a Memorandum of Understanding with the School Board for this purpose.

3. RESPONSIBILITIES OF MDPD AND/OR THE COUNTY

The MDPD agrees:

- A. To ensure that MDPD officers assigned as SBLEOs will complete SBLEO Orientation and mental health crisis intervention training, as specified in Florida Statute Section 1006.12 by December 31, 2018.
- B. To provide a high visibility presence at assigned schools on all regular school days for the protection and safety of school personnel, property, students and visitors. For purposes of this MOU, a "regular school day" is defined as a week day in which school is in regular session, and shall not include: afterschool activities, recess days, legal holidays, teacher planning days or summer days.
- C. To comply with all state law and federal laws, and the written policies of the Parties.
- D. To be responsible for handling all complaints against MDPD SBLEOs, to include conducting use of force investigations.
- E. To work cooperatively with school administration at assigned MDCPS school sites.
- F. To supervise SBLEOs via the MDPD chain of command.

The County agrees and provides assurances:

- A. That, during the term of the MOU, at least one (1) MDPD SBLEO shall be present at each of the Schools to which the County has assigned a MDPD SBLEO by way of initial in the chart, in Attachment A to this MOU, during the entirety of each regular school day.
- B. To use the funding provided by the School Board exclusively toward its fulfillment of assigning SBLEOs to the Schools indicated and otherwise completing its performance under the MOU during the School Board's Fiscal Year 2018-2019.

4. NOTIFICATIONS

Where an incident requires the SBLEO to take lawful action, the SBLEO shall call 305-995-2677 (COPS) and report the incident as soon as is practicable. It is imperative that the MDSPD learn about such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. Nothing in the above is intended to

impede the SBLEO from taking immediate and necessary action during exigent circumstances. At an appropriate time, the SBLEO will also inform the school principal and/or designee of said action. Any other incident which may result in substantial media attention shall be reported by the SBLEO to MDSPD and school site administration.

5. FORCE MAJEURE AND WARRANTIES

The Parties shall not be responsible for interruptions of service due to forces of nature, war, manmade disasters or other such acts beyond the control of any of the Parties.

6. INDEMNIFICATION

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

7. NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this MOU.

8. TERM

This MOU shall become effective on the date of execution by the Parties, and unless terminated or cancelled on an earlier date, will expire three years thereafter.

9. AMENDMENT

As a new mandated initiative and due to the high priority of public safety services, it may be necessary to revise the terms outlined herein and such revisions may require that this MOU be amended. All amendments shall be made in writing and signed by the Parties. In the case of the County, the County Mayor or the Mayor's designee are authorized to amend this MOU.

10. CANCELLATION

Each party reserves the right to cancel this MOU without cause by giving thirty (30) days written notice to the other party. In the case of the County, the County Mayor or the Mayor's

designee are authorized to cancel this MOU.

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ATTACHMENT A				
Loc #	te Ty	School/Facility Name	Address	MDPD SBLEO Assigned (Initial)
4071	ES	AGENORIA S. PASCHAL\OLINDA ELEMENTARY	5536 NW 21 AVENUE	
0041	K-8	AIR BASE K-8 CENTER	12829 SW 272 STREET	
0101	ES	ARCOLA LAKE ELEMENTARY	1037 NW 81 STREET	
0231	K-8	AVENTURA WATERWAYS K-8 CENTER/HAS ANNEX OFF SITE	21101 NE 26TH AVENUE	
0161	ES	AVOCADO ELEMENTARY	16969 SW 294 STREET	
0201	ES	BANYAN ELEMENTARY	3060 SW 85 AVENUE	
0271	ES	BENT TREE ELEMENTARY	4861 SW 140 AVENUE	
0361	ES	BISCAYNE GARDENS ELEMENTARY	560 NW 151 STREET	
0441	ES	BLUE LAKES ELEMENTARY	9250 SW 52 TERRACE	
0451	K-8	BOWMAN ASHE/DOOLIN K-8 ACADEMY	6601 SW 152 AVENUE	
0521	ES	BROADMOOR ELEMENTARY	3401 NW 83 STREET	
0671	ES	CALUSA ELEMENTARY	9580 WEST CALUSA CLUB DRIVE	
0651	K-8	CAMPBELL DRIVE K-8 CENTER	15790 SW 307 STREET	
0661	ES	CARIBBEAN ELEMENTARY	11990 SW 200 STREET	
5901	K-8	CARRIE P MEEK/WESTVIEW K-8 CENTER	2101 NW 127 STREET	
5991	ES	CHARLES DAVID WYCHE JR ELEMENTARY	5241 NW 195 DRIVE	
1401	K-8	CHARLES R DREW K-8 CENTER	1775 NW 60 STREET	
2331	ES	CHARLES R HADLEY ELEMENTARY	8400 NW 7 STREET	
1691	ES	CHRISTINA M EVE ELEMENTARY	16251 SW 99 STREET	
0831	ES	CLAUDE PEPPER ELEMENTARY	14550 SW 96 STREET	
3621	K-8	COCONUT PALM K-8 ACADEMY	24400 SW 124TH AVENUE	
0861	ES	COLONIAL DRIVE ELEMENTARY	10755 SW 160 STREET	
1001	ES	CORAL PARK ELEMENTARY	1225 SW 97 AVENUE	
1081	ES	CORAL TERRACE ELEMENTARY	6801 SW 24 STREET	
1281	ES	CYPRESS ELEMENTARY	5400 SW 112 COURT	
1811	ES	DANTE B FASCELL ELEMENTARY	15625 SOUTHWEST 80 STREET	
1761	ES	DAVID FAIRCHILD ELEMENTARY	5757 SW 45 STREET	
1331	K-8	DEVON AIRE K-8 CENTER	10501 SW 122 AVENUE	
8131	AC	DOROTHY M WALLACE - COPE CENTER	10225 SW 147 TERRACE	
5061	ES	DR CARLOS J FINLAY ELEMENTARY	851 SW 117 AVENUE	
4511	ES	DR GILBERT L PORTER ELEMENTARY	15851 SW 112 STREET	
0211	ES	DR. MANUEL C BARREIRO ELEMENTARY	5125 SW 162 Avenue	
5381	ES	E W F STIRRUP ELEMENTARY	330 NW 97 AVENUE	
1561	ES	EARLINGTON HEIGHTS ELEMENTARY	4750 NW 22 AVENUE	
1641	ES	EMERSON ELEMENTARY	8001 SW 36 STREET	
4651	PLC	ETHEL F BECKFORD-RICHMOND (PLC ONLY) (PK students only)	16929 SW 104 AVENUE	
0251	ES	ETHEL KOGER BECKHAM ELEMENTARY	4702 SW 143 COURT	
1721	K-8	EVERGLADES K-8 CENTER	8375 SW 16 STREET	
1841	ES	FLAGAMI ELEMENTARY	920 SW 76 AVENUE	
3101	K-8	FRANK CRAWFORD MARTIN K-8 CENTER	14250 BOGGS DRIVE	
7801	VC	GEORGE T BAKER AVIATION	3275 NW 42 AVENUE	
4801	ES	GERTRUDE K EDELMAN/SABAL PALM ELEMENTARY	17101 NE 7 AVENUE	
2021	ES	GLORIA FLOYD ELEMENTARY	12650 SW 109 AVENUE	
0311	ES	GOULDS ELEMENTARY	23555 SW 112TH AVE	
2241	ES	GRATIGNY ELEMENTARY	11905 N MIAMI AVENUE	
2261	ES	GREENGLADE ELEMENTARY	3060 SW 127 AVENUE	
4491	ES	HENRY E S REEVES ELEMENTARY	2005 NW 111 STREET	
5141	K-8	HUBERT O SIBLEY K-8 CENTER	255 NW 115 STREET	
4391	K-8	IRVING & BEATRICE PESKOE K-8 CENTER	29035 SW 144 AVENUE	
2151	ES	JACK DAVID GORDON ELEMENTARY	14600 COUNTRY WALK DRIVE	
4691	K-8	JANE S ROBERTS K-8 CENTER	14850 SW COTTONWOOD CIRCLE	
2341	ES	JOE HALL ELEMENTARY	1901 SW 134 AVENUE	
2181	ES	JOELLA C GOOD ELEMENTARY	6350 NW 188 TERRACE	
4401	ES	KELSEY L PHARR ELEMENTARY	2000 NW 46 STREET	

2641	ES	KENDALE ELEMENTARY	10693 SW 93 STREET	
2651	ES	KENDALE LAKES ELEMENTARY	8000 SW 142 AVENUE	
2701	K-8	KENWOOD K-8 CENTER	9300 SW 79 AVENUE	
2801	ES	LAKE STEVENS ELEMENTARY	5101 NW 183 STREET	
2821	ES	LAKEVIEW ELEMENTARY	1290 NW 115 STREET	
2881	K-8	LEEWOOD K-8 CENTER	10343 SW 124 STREET	
2901	K-8	LEISURE CITY K-8 CENTER	14950 SW 288 STREET	
2981	ES	LIBERTY CITY ELEMENTARY	1855 NW 71 STREET	
1681	K-8	LILLIE C EVANS K-8 CENTER	1895 NW 75 STREET	
2911	K-8	LINDA LENTIN K-8 CENTER	14312 NE 2 COURT	
3041	ES	LORAH PARK ELEMENTARY	5160 NW 31 AVENUE	
2581	ES	MADIE IVES COMMUNITY ELEMENTARY	20770 NE 14 AVENUE	
0073	K-8	MANDARIN LAKES K-8 ACADEMY	12225 SW 280 STREET	
1371	ES	MARJORY STONEMAN DOUGLAS ELEMENTARY	11901 SW 2ND STREET	
3181	ES	MELROSE ELEMENTARY	3050 NW 35 STREET	
3261	ES	MIAMI HEIGHTS ELEMENTARY	17661 SW 117 AVENUE	
3301	ES	MIAMI PARK ELEMENTARY	2225 NW 103 STREET	
0125	ES	NORMA BUTLER BOSSARD ELEMENTARY	15950 S.W. 144TH STREET	
3861	ES	NORTH GLADE ELEMENTARY	5000 NW 177 STREET	
4021	ES	OAK GROVE ELEMENTARY	15640 NE 8 AVENUE	
4061	ES	OJUS ELEMENTARY	18600 WEST DIXIE HIGHWAY	
2521	ES	OLIVER HOOVER ELEMENTARY	9050 HAMMOCKS BOULEVARD	
4091	ES	OLYMPIA HEIGHTS ELEMENTARY	9797 SW 40 STREET	
4281	ES	PALM SPRINGS NORTH ELEMENTARY	17615 NW 82 AVENUE	
4441	ES	PINE LAKE ELEMENTARY	16700 SW 109 AVENUE	
4461	ES	PINE VILLA ELEMENTARY	21799 SW 117 COURT	
4501	ES	POINCIANA PARK ELEMENTARY	6745 NW 23 AVENUE	
4581	ES	REDLAND ELEMENTARY	24501 SW 162 AVENUE	
3541	ES	ROBERT RUSSA MOTON ELEMENTARY	18050 HOMESTEAD AVENUE	
4721	ES	ROCKWAY ELEMENTARY	2790 SW 93 COURT	
4741	ES	ROYAL GREEN ELEMENTARY	13047 SW 47 STREET	
4761	ES	ROYAL PALM ELEMENTARY	4200 SW 112 COURT	
4921	ES	SEMINOLE ELEMENTARY	121 SW 78 PLACE	
5121	ES	SNAPPER CREEK ELEMENTARY	10151 SW 64 STREET	
5281	ES	SOUTH MIAMI HEIGHTS ELEMENTARY	12231 SW 190 TERRACE	
2191	ES	SPANISH LAKE ELEMENTARY	7940 NW 194TH STREET	
5401	ES	SUNSET ELEMENTARY	5120 SW 72 STREET	
5421	ES	SUNSET PARK ELEMENTARY	10235 SW 84 STREET	
5521	ES	TROPICAL ELEMENTARY	4545 SW 104 AVENUE	
0401	ES	VAN E BLANTON ELEMENTARY	10327 NW 11 AVENUE	
5641	ES	VILLAGE GREEN ELEMENTARY	12265 SW 34 STREET	
5671	K-8	VINELAND K-8 CENTER	8455 SW 119 STREET	
2441	ES	VIRGINIA A BOONE HIGHLAND OAKS ELEMENTARY	20500 NE 24 AVENUE	
3111	ES	WESLEY MATTHEWS ELEMENTARY	12345 SW 18 TERRACE	
0771	ES	WILLIAM A CHAPMAN ELEMENTARY	27190 SW 140 AVENUE	
2891	ES	WILLIAM H. LEHMAN ELEMENTARY	10990 SW 113 PLACE	
5961	K-8	WINSTON PARK K-8 CENTER	13200 SW 79 STREET	
2511	ES	ZORA NEALE HURSTON ELEMENTARY	13137 SW 26 STREET	
4031	K-8	GATEWAY ENVIRONMENTAL K-8 LEARNING CENTER	955 SE 18 AVENUE	

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their respective and duly authorized officers on the day and year written below.


THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:  8/17/18
Alberto M. Carvalho Date
Superintendent of Schools or Designee

SUBMITTED BY:

By:  8/21/18
Edwin Lopez Date
Chief, Miami-Dade Schools Police Department


**APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD
CONTINGENT UPON EXECUTION OF A WAIVER**

 8/21/18
Assistant School Board Attorney Date

OFFICE OF RISK AND BENEFITS MANAGEMENT

 8/21/18
Michael G. Fox, Risk and Benefits Officer Date

MIAMI-DADE COUNTY



Carlos A. Gimenez, Mayor
Miami-Dade County


2/12/19
Date



Juan J. Perez, Director
Miami-Dade Police Department

2/13/2019
Date

ATTEST:




Harvey Ruvin, County Clerk
Miami-Dade County, Florida

2/13/19
Date



APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



Anita Viciano
Assistant County Attorney
Miami-Dade County, Florida

2/11/19
Date